

IN THE UNITED STATES DISTRICT COURT
FOR THE CENTRAL DISTRICT OF CALIFORNIA

NICOLE COGDELL, <i>et al.</i> ,)	
)	
Plaintiffs,)	Case No. SACV 12-01138 AG (ANx)
)	
v.)	Honorable Andrew J. Guilford
)	
THE WET SEAL, INC., <i>et al.</i> ,)	
)	
Defendants.)	

**NOTICE OF PROPOSED SETTLEMENT OF
EMPLOYMENT DISCRIMINATION CLASS
ACTION**

TO: All African-American and/or Black persons who worked in Wet Seal and Arden B. stores as Store Assistant Managers, Co-Managers, Acting Store Managers, and Store Managers at any time from May 8, 2008 to June 12, 2013.

A FEDERAL COURT HAS AUTHORIZED THIS NOTICE. PLEASE READ IT CAREFULLY. IT CONTAINS IMPORTANT INFORMATION THAT MIGHT AFFECT YOUR LEGAL RIGHTS. FOR EXAMPLE, YOU MIGHT LOSE YOUR RIGHT TO BRING YOUR OWN LAWSUIT ON CERTAIN CLAIMS.

THIS IS NOT A SOLICITATION FROM A LAWYER. YOU HAVE NOT BEEN SUED.

NOTICE SUMMARY

The Court has preliminarily approved a proposed Settlement of an employment discrimination class action lawsuit against The Wet Seal, Inc. (“Wet Seal” or “Defendants”). The Class consists of all African-American and/or Black persons who worked as store management employees (Store Assistant Managers, Co-Managers, Acting Store Managers, and Store Managers) at Wet Seal and Arden B. stores at any time from May 8, 2008 to June 12, 2013. What the Settlement will provide if approved by the Court is summarized in this Notice.

What is the lawsuit about?

Four Named Plaintiffs brought this class action lawsuit on behalf of themselves and a class of similarly situated current and former Wet Seal employees, alleging that Wet Seal discriminated against African-American store management employees. The Named Plaintiffs are Nicole Cogdell, Kai Hawkins, Myriam Saint-Hilaire, and Michelle Guider; they are all African-Americans who worked as store management employees at Wet Seal or Arden B. stores. The Plaintiffs claim that Wet Seal had a policy and practice of discriminating against African-American store management employees who worked at Wet Seal and Arden B. stores, in violation of 42 U.S.C. § 1981 and Title VII of the Civil Rights Act of 1964. They allege that a policy of discrimination was adopted by the then-senior executives of the company, and resulted in targeting of African-American employees for demotion or termination, creation of a hostile work environment and denial of pay and promotions for African-Americans because of their race or color.

Why did I get this Notice package?

Wet Seal’s records indicate that you may be African-American and/or Black and worked as a store management employee (Store Assistant Manager, Co-Manager, Acting Store Manager, or Store Manager) in a Wet Seal or Arden B. store at some time from May 8, 2008 to June 12, 2013.

The Court approved this Notice to be sent to you because, if you fall within that group, you have a right to know about the Settlement and about all of your options before the Court decides whether to approve the Settlement. You can decide to object to the Settlement, or to object to the award of attorneys’ fees and costs, or to “opt out” of the Settlement entirely in order to bring your own case. If the Court approves the Settlement, and after any appeals are resolved, the settlement will be implemented. This Notice package describes the lawsuit, the Settlement, your legal rights, what monetary relief is available, who is eligible for such relief, and how to get it.

What is the Proposed Settlement?

The Settlement provides injunctive relief and money damages. Wet Seal, through its new Chief Executive Officer and new Board of Directors, has collaborated on this mutually beneficial settlement as a reflection of its commitment to diversity and inclusion. Injunctive relief means that Wet Seal’s commitment to changes and enhancements to its policies and practices ensure that its policy of equal employment opportunity is available to all and that African-American and other store management employees are not discriminated against on the basis of race or color. These include: creating and implementing new job selection criteria and procedures for store management and District Director positions, posting store management and District Director positions, providing all employees with regular non-discrimination training, partnering with organizations dedicated to

the advancement and well-being of African-Americans and other groups, and implementing a new Human Resources field compliance team. Wet Seal has implemented many of these actions during 2013. The Diversity and Inclusion Council that it formed and commits to continue is expected to play an important role in Wet Seal's diversity initiatives. Wet Seal will designate an officer to monitor and ensure proper implementation of the Settlement, will maintain records relating to the terms of the Settlement, and will provide semi-annual Progress Reports to Class Counsel for three years.

The Settlement also provides that Wet Seal will pay monetary relief totaling \$7,500,000. A total of approximately \$5,580,000 will be divided among eligible Class Members who file claims with the Claims Administrator and whose claims are approved. Subject to Court approval, the costs of administering the distribution of monetary awards to Class Members and attorneys' fees and costs for the prosecution of the case will be paid out of the remainder.

What happens next?

The Court has scheduled a hearing on final approval of the Settlement and on the motion for attorneys' fees and expenses. The hearing, before United States District Judge Andrew J. Guilford, has been scheduled for November 18, 2013, at 10:00 AM, at the United States District Court for the Central District of California, 411 West Fourth Street, Room 1053, Santa Ana, CA 92701-4516, in Courtroom 10D, or in the courtroom then occupied by Judge Guilford.

Any objections to the Settlement or to the motion for attorneys' fees and costs must be sent in writing to the Court, Class Counsel, and Wet Seal's Counsel. Section V of the Notice describes how to object.

How do I find out more about the Settlement?

Additional information regarding the Settlement, including the full Settlement Agreement and Joint Stipulation (the "Settlement"), briefs filed regarding the Settlement, and Class Counsel's motion for attorneys' fees and costs, is available at the Claims Administrator's website (www.WetSealAfricanAmericanSettlement.com). This information can also be found on Class Counsel's website (www.LewisFeinberg.com) and the case website (www.WetSealDiscrimination.com).

Further information may be obtained by contacting the Claims Administrator at (855) 615-4337. You may also contact Class Counsel at (866) 276-5221.

**PLEASE READ THIS NOTICE CAREFULLY AND COMPLETELY.
IF YOU ARE A MEMBER OF THE CLASS TO WHOM THIS NOTICE IS ADDRESSED,
THE SETTLEMENT WILL AFFECT YOUR RIGHTS.**

**IF YOU ARE IN FAVOR OF THE SETTLEMENT AND SEEK COMPENSATION, YOU
MUST SUBMIT A CLAIM FORM. IF YOU ARE NOT IN FAVOR OF THE
SETTLEMENT, YOU MAY OBJECT TO AND/OR OPT OUT OF THE SETTLEMENT.**

Your Legal Rights and Options in the Settlement:	
<p>You Can Submit a Claim Form (must be postmarked by October 7, 2013)</p>	<p>If you wish to recover monetary damages, you must fill out, sign, and submit a claim form (included with this Notice) to the Claims Administrator. See pages 4-7.</p>
<p>You Can Object (must be postmarked by August 23, 2013)</p>	<p>If you wish to object to any part of the Settlement, you may write to the Court, Class Counsel, and Defendants' Counsel about why the Settlement should not be approved. If you object, you can still submit a Claim Form. See pages 8-9.</p> <p>Objections are discussed further below.</p>
<p>You Can Opt Out (must be postmarked by August 23, 2013)</p>	<p>If you wish to opt out of the monetary relief provisions of the Settlement in order to bring your own case, you must fill out, sign, and submit an opt-out statement to the Claims Administrator. If you opt out, you cannot submit a Claim Form. See pages 7-8.</p>
<p>You Can Rescind Your Opt Out (must be postmarked by October 7, 2013)</p>	<p>If you change your mind about opting out of the monetary relief provisions of the Settlement, you must fill out, sign, and submit a Rescission statement to the Claims Administrator. If you rescind your opt out, you can submit a Claim Form. See pages 7-8.</p>
<p>You Can Attend the Final Approval Hearing for the Court to Decide Whether to Approve the Settlement (to be held on November 18, 2013 at 10:00 AM)</p>	<p>If you have submitted a written objection to the Settlement to the Court, Class Counsel, and Wet Seal's Counsel, you may (but do not have to) attend the Final Approval Hearing at which the Court will decide whether to approve the Settlement and present your objections to the Court. You may attend the Final Approval Hearing even if you do not file a written objection, but you will only be allowed to speak at the hearing if you file written comments in advance, except by leave of the Court. See pages 9-10.</p>

These rights and options—and the deadlines to exercise them—are explained in this Notice.

- The Court in charge of this case still has to decide whether to approve the Settlement. Payments will be made only if the Court approves the Settlement, unless someone appeals the approval order. If that happens, payment will only be made if the appellate court approves the Settlement.
- Further information regarding the lawsuit and this Notice may be obtained by contacting the Claims Administrator at (855) 615-4337. You may also contact Class Counsel at (866) 276-5221.
- Additional information regarding the Settlement, including the briefs filed regarding the Settlement and the motions for attorneys' fees and costs, is available at the Claims Administrator's website (www.WetSealAfricanAmericanSettlement.com). This information can also be found on Class Counsel's website (www.LewisFeinberg.com) and the case website (www.WetSealDiscrimination.com).

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I. INTRODUCTION

In this lawsuit (the “Action”), Plaintiffs allege that Wet Seal engaged in a policy and practice of discriminating against African-American store management employees (Store Assistant Managers, Co-Managers, Acting Store Managers, and Store Managers) at Wet Seal and Arden B. stores from May 8, 2008 to June 12, 2013, in violation of 42 U.S.C. § 1981 and Title VII of the Civil Rights Act of 1964. The Plaintiffs allege that this policy was adopted by then-senior executives of the company and resulted in the targeting of African-American store management employees for termination because of their race or color. Plaintiffs also alleged African-American store managers were denied equal pay and promotions. Wet Seal disputes the allegations of the Complaint and has vigorously defended the Action. Copies of the Complaint and other documents filed in the Action are available at the Claims Administrator’s website (www.WetSealAfricanAmericanSettlement.com). This information can also be found on Class Counsel’s website (www.LewisFeinberg.com) and the case website (www.WetSealDiscrimination.com).

You are receiving this Notice because Wet Seal’s records indicate that you may be a Class Member. As explained more fully below, as a Class Member, you will give up your right to bring your own lawsuit regarding claims that are or could have been alleged in this action unless you opt out of this case. If you opt out, however, you will not be able to receive any money from the Settlement in this case. Therefore it is very important that you carefully read this Notice. You cannot opt out of the injunctive relief provisions of this Settlement if it is approved by the Court.

The purpose of this Notice is to inform you of the injunctive and monetary relief provided in the Settlement; the claims procedure you need to follow to receive your award; the rights you are releasing by submitting a claim for a monetary award; your right to exclude yourself or “opt-out” from the damages portion of the Settlement; and your right to object to the Settlement.

The injunctive relief provided in the Settlement is intended to benefit Class Members and future African-American and Black employees of Wet Seal. Monetary relief is only available to those Class Members who submit claim forms and whom the Claims Administrator determines are eligible for an award of monetary relief. In order to benefit from the injunctive relief, you do not need to take any action.

1. Potential Outcome of the Action

If the case is not settled, then the litigation against Wet Seal will continue. The possible result ranges from no relief at all to a judgment or verdict against Wet Seal, which could be more or less than the relief under the Settlement. Throughout this lawsuit, the Plaintiffs and Wet Seal have disagreed on both liability and damages, whether the case should proceed as a class action, and the appropriate injunctive and/or monetary relief.

Wet Seal has denied and continues to deny the claims and contentions alleged by the Plaintiffs, that they are liable at all to the Class, and that the Class has suffered any damages for which Wet Seal is legally responsible. Nevertheless, Wet Seal has taken into account the desirability of resolving pending claims, along with the uncertainty and risks inherent in any

litigation, and has concluded that it is desirable that the case be fully and finally settled on the terms and conditions set forth in the Settlement, particularly because the events at issue predate the arrival of Wet Seal's new Chief Executive Officer and Board of Directors and the injunctive relief aligns with the Company's current diversity initiatives.

The Plaintiffs and their attorneys, who are experienced in litigating employment discrimination class actions, believe that they have strong claims against Wet Seal. However, they recognize that there is uncertainty, delay, and risk in any litigation. In addition, they understand that even if they win the case, they could recover less than the Settlement amount or the scope of injunctive relief set forth in the Settlement, and that any recovery could be delayed for as much as several years. As a result, the Plaintiffs and their attorneys have concluded that it is desirable to settle the case on the terms set forth in the Settlement.

2. Attorneys' Fees and Costs Sought in the Action

Wet Seal will not oppose Class Counsel's application for attorneys' fees and costs of up to \$1,800,000. This includes all fees and costs for the investigation, preparation, litigation, and settlement of this Action, including future monitoring of the Settlement. Class Counsel will file with the Court an application for attorneys' fees and costs no later than July 12, 2013. The application will be posted on the website established by the Claims Administrator (www.WetSealAfricanAmericanSettlement.com) so that Class Members can timely object if they wish. This information will also be available at Class Counsel's website (www.LewisFeinberg.com) and the case website (www.WetSealDiscrimination.com).

II. INJUNCTIVE RELIEF – HOW WILL WET SEAL CHANGE?

3. What injunctive relief does the Settlement provide?

As part of the Settlement, Wet Seal will make certain changes to its employment practices to enhance equal employment opportunity at Wet Seal. Wet Seal will use best efforts to implement the relief described below as soon as reasonably possible. The Court will enforce the provisions of the Settlement for the Term of the Settlement, which is three years.

The summary below does not include all of the changes that the Settlement will require Wet Seal to make. The full version of the Settlement is available at the Claims Administrator's website (www.WetSealAfricanAmericanSettlement.com). The Settlement is also available at Class Counsel's website (www.LewisFeinberg.com) and the case website (www.WetSealDiscrimination.com).

Among the key changes that Wet Seal has agreed to make or continue as part of the Settlement are the following:

- Post store management and District Director openings and track applications to ensure diversity in applications and hiring;
- Expand Wet Seal's human resources department and enhance its internal complaint process to effectively investigate complaints of discrimination;
- Retain and work with experts to develop updated job-related hiring, promotion, and compensation policies and practices;

- Retain and work with experts to develop performance evaluation tools for store management employees;
- Ensure that marketing materials include African-Americans, of various skin tones, to reflect diversity in its marketing materials; and
- Maintain a Diversity and Inclusion Council made up of a diverse group of current employees that will advise the company on topics including equal employment in recruiting, hiring, and compensation.

4. Can I get out of the injunctive relief provisions of the settlement?

No. You may not “opt out” of the injunctive relief provisions of the Settlement if it is approved by the Court. This means that a Class Member cannot bring a separate class action for injunctive relief, but could bring a claim for individual injunctive relief, such as reinstatement for wrongful termination. However, you may opt out of the monetary relief provisions of the Settlement, as described in Section III below.

III. MONETARY RELIEF – WHAT YOU GET AND WHAT YOU GIVE UP

5. What monetary relief does the Settlement provide?

The Settlement provides a total of \$7,500,000 for monetary relief that the Court will distribute for three purposes: damages awards for Class Members who file claims and whose claims are approved; money paid to the Claims Administrator to give Notice to the Class and for administering the claims process; and an award of fees and costs to Class Counsel. The amount of damages for the Class will be at least \$5,580,000 and may be higher. The Claims Administrator has estimated that the cost of administration should not exceed \$120,000. The parties have agreed that attorneys’ fees and costs should not exceed \$1,800,000.

6. What do I give up if I accept the Settlement?

Class Members who do not opt out of the monetary provisions of the Settlement will be bound by those provisions and will release their rights to independently bring their own lawsuits for damages pertaining to the claims in this Action against Wet Seal. As a result, any Class Member who does not opt out will be barred from seeking damages from (i) Wet Seal, (ii) its former and present parents, subsidiaries, and affiliates, and (iii) the current and former officers, directors, employees, partners, shareholders, agents, insurers, predecessors, successors, assigns, and legal representatives of all entities and individuals listed in (i) and (ii) for any of the claims released by this Settlement. The claims you will release are any and all claims that are asserted in or could have been asserted in Plaintiffs’ First Amended Complaint, to the fullest extent permitted by law, during the period from May 8, 2008 through June 12, 2013, related to: (i) allegations of discrimination and harassment against African-American and Black store management employees based on race or color with respect to compensation, selection, promotion, job assignments, demotion, discipline, actual and constructive termination, and other terms and conditions of employment; and/or (ii) allegations of retaliation against African-American and Black store management employees for opposition to discrimination or harassment based on race or color. The released claims include claims for damages and equitable relief of every nature, including but not limited to back pay, front pay, reinstatement, instatement, benefits, emotional distress, and other compensatory damages, damage to

reputation, liquidated damages, penalties, interest, and punitive damages. The released claims may have arisen under 42 U.S.C. § 1981, Title VII of the Civil Rights Act of 1964 (42 U.S.C. §2000e et seq.), and all other federal, state, and local laws.

If the Settlement is finally approved by the Court, the releases described above will apply to all claims for racial discrimination arising from or attributable to any conduct of Wet Seal and other released parties listed above, whether known or unknown, and any and all rights granted to Class Members under Section 1542 of the California Civil Code or any analogous state or federal law or regulations, will be waived, if applicable. In addition, Class Members who do not opt out will release their damages claims against Wet Seal up until the date of the Settlement (June 12, 2013).

7. How much will my payment be?

All Class Members may file a claim for a monetary award. The Claims Administrator will review and verify the information that you provide, and will determine whether you are eligible for a monetary award and how much you will receive. You are not responsible for calculating the amount you may be entitled to receive under the Settlement. This calculation will be made as part of the implementation of the Settlement.

Monetary awards for eligible claimants will be paid from three funds: (1) a \$1,000,000 Pay Fund for settlement of pay claims, (2) a \$1,000,000 Promotion Fund for settlement of promotion claims (including claims of discriminatory job assignments), and (3) a \$3,580,000 Termination/Demotion/Retaliation/Hostile Work Environment/Emotional Distress Fund for settlement of claims of discriminatory termination, demotion, or discipline (resulting in loss of pay) based upon race or color; harassment or hostile work environment based upon race or color; retaliation for complaining of race or color discrimination or harassment/hostile work environment; and emotional distress and damage to reputation resulting from the foregoing.

Up to \$1.25 million from the Promotion and Pay Funds will be allocated among all eligible Class Members based on the amount of time each Class Member worked in each Covered Position (Store Assistant Manager, Co-Manager, Acting Store Manager, and Store Manager) during the class period. Up to \$500,000 from the Terminations/Other Fund will be allocated among all Class Members who were involuntarily terminated from Covered Positions during the class period.

The remaining amount, of up to \$3.83 million, will be distributed from all three Funds according to the criteria described in the Claim Form and with further information and documentary support from Class Members. In allocating these remaining funds, the Claims Administrator will specifically consider the following:

- (1) Pay Fund: (i) length of service as a retail manager at Wet Seal; (ii) the Class Member's communications with Class Counsel prior to May 8, 2013 concerning claims of discrimination based on race or color in compensation; and (iii) the Class Member's complaints or claims of discrimination based on race or color in compensation submitted to the EEOC or state agencies prior to May 8, 2013.

- (2) Promotion Fund: (i) length of service with Wet Seal up to a maximum of ten years; (ii) length of service as a manager in each Covered Position at Wet Seal; (iii) length of service as a manager at other employers up to a maximum of five years; (iv) evidence of expressions of interest in promotion made to a supervisor regarding Co-Manager, Acting Store Manager, Store Manager, or District Director positions; (v) communications with Class Counsel prior to May 8, 2013 concerning claims of discrimination against the Class Member based on race or color in promotions or job assignment; (vi) complaints or claims of discrimination against the Class Member based on race or color in job assignments in the Covered Positions, or promotion to Co-Manager, Acting Store Manager, Store Manager, or District Director submitted to the EEOC or state agencies prior to May 8, 2013; and (vii) the facts and documentary evidence submitted to demonstrate discrimination against the Class Member based on race or color with respect to job assignment in the Covered Positions or promotion to Co-Manager, Acting Store Manager, Store Manager or District Director.

- (3) Terminations/Other Fund: (i) length of service with Wet Seal; (ii) length of service as a manager at Wet Seal; (iii) facts and documentary evidence that the Class Member was subject to discrimination based on race or color in termination, demotion, or discipline (resulting in loss of pay), or was subject to harassment/hostile work environment based on race or color; (iv) facts and documentary evidence that the Class Member was subject to retaliation for opposing discrimination based on race or color; (v) communications by the Class Member with Class Counsel prior to May 8, 2013 concerning claims of discrimination based on race or color in termination, demotion, or discipline resulting in loss of pay, harassment/hostile work environment based on race or color, or retaliation for opposing discrimination based on race or color; (vi) complaints or claims that the Class Member submitted to the EEOC or state agencies prior to May 8, 2013 that he or she was subject to discrimination based on race or color in termination, demotion, or discipline (resulting in loss of pay), harassment or hostile work environment based on race or color, or retaliation for opposing discrimination based on race or color; (vii) Class Member's knowledge that he or she was targeted for termination, demotion or discipline (resulting in loss of pay) because of race or color; (viii) emotional distress; (ix) damage to the Class Member's reputation because the Class Member made complaints of discrimination, harassment, termination, or hostile work environment based on race or color, or was retaliated against for opposing discrimination based on race or color; (x) a period of unemployment during which the Class Member was making reasonable efforts to find other employment and the length of that period; and (xi) a finding by the EEOC or state agency that a violation of Title VII or state antidiscrimination law occurred with respect to the Class Member.

The Court has approved the following process for the Claims Administrator to determine who is eligible to receive a monetary award. In order to be eligible to receive money from the Settlement, each Claimant must satisfy all of the prerequisites set forth in the attached claim form. In summary, these are as follows:

- 1) Sign and submit a claim form verifying that you are African-American and/or Black and have worked at a Wet Seal or Arden B. store as a store management employee at some point between May 8, 2008 and June 12, 2013;
- 2) Return a completed claim form no later than **October 7, 2013**; and
- 3) Cooperate with the efforts of the Claims Administrator to process and verify the claim.

If the Court approves the Settlement, the Claims Administrator—not the Court and not the Parties or Class Counsel—has the final authority to determine eligible claims and the amounts, in accordance with the terms of the Settlement that the parties have proposed to the Court for approval. The Claims Administrator may require additional documentation in support of your claim.

Monetary awards obtained from this Action are subject to taxation and may impact eligibility for various government benefits, such as Supplemental Security Income, and/or other government-sponsored benefits. You may also be required to report your receipt of settlement funds to government agencies. If you receive government benefits you are strongly advised to consult an independent tax advisor or your local legal aid office, in order to obtain advice.

If you have questions regarding the Settlement, please contact Class Counsel at the number listed above.

8. How can I get a payment?

A Class Member who wishes to recover must complete and timely submit a signed claim form to the Claims Administrator at the address provided on the claim form. **TO BE VALID, A CLAIM FORM MUST BE POSTMARKED NO LATER THAN OCTOBER 7, 2013.** The claim form and instructions are enclosed with this Notice. All Claims will be subject to review by the Claims Administrator.

9. When would I get my payment?

It is not possible to say precisely when payment will be made, because it depends on when the Court approves the Settlement and that approval becoming final and no longer subject to any appeals to any court. Once that happens, payment will be made to eligible Claimants as soon as possible after final approval has been obtained for the Settlement. If final approval is appealed, resolution of that appeal may take several years.

10. What happens if the Settlement is terminated?

The Settlement may be terminated on several grounds, including if the Court does not approve the Settlement or if the Settlement does not become final. Should the Settlement be terminated, the Action will proceed as if the Settlement had not been entered into.

11. Can I get out of the monetary provisions of the Settlement?

You may exclude yourself, or “opt out,” of the monetary provisions of the Settlement. To do so, you must file a written “opt out” statement with the Claims Administrator using the address:

Cogdell v. Wet Seal Claims Administrator
P.O. Box 11239
Tallahassee, FL 32302-3239

Your “opt out” statement must be POSTMARKED AND MAILED to the Claims Administrator on or before August 23, 2013.

If you opt out of the monetary provisions of the Settlement: (1) you will have no right to file a claim or receive any monetary award under this Settlement; (2) you will not be bound by the monetary settlement in this Action; and (3) your right to bring a separate lawsuit against Wet Seal for damages or individual injunctive relief will not be affected. However, if you opt out of the monetary relief in this Action and bring a separate lawsuit or other legal proceeding, you may lose your case and receive nothing, your claims may be time-barred, it may take several years to obtain any money, or you may obtain less money than you will receive under this Settlement.

To opt out of the monetary provisions of the Settlement, you must submit your full name, address and a signed and dated copy of the following opt-out statement:

I UNDERSTAND THAT I AM REQUESTING TO BE EXCLUDED FROM THE CLASS MONETARY SETTLEMENT AND THAT I SHALL RECEIVE NO MONEY FROM THE SETTLEMENT FUND CREATED UNDER THE SETTLEMENT AGREEMENT ENTERED INTO BY WET SEAL. I UNDERSTAND THAT IF I AM EXCLUDED FROM THE CLASS MONETARY SETTLEMENT, I MAY BRING A SEPARATE LEGAL ACTION SEEKING DAMAGES AND SEEKING INDIVIDUAL INJUNCTIVE RELIEF SUCH AS REINSTATEMENT TO A JOB, BUT MAY RECEIVE NOTHING OR LESS THAN WHAT I WOULD HAVE RECEIVED IF I HAD FILED A CLAIM UNDER THE CLASS MONETARY SETTLEMENT PROCEDURE IN THIS ACTION. I ALSO UNDERSTAND THAT I MAY NOT SEEK EXCLUSION FROM THE CLASS FOR INJUNCTIVE RELIEF AND THAT I AM BOUND BY THE INJUNCTIVE PROVISIONS OF THE SETTLEMENT AGREEMENT ENTERED INTO BY WET SEAL.

If you file a request to “opt out” of the monetary award provisions of the Settlement, you may later withdraw that request. To do so, you must submit a Rescission to the Claims Administrator at the address above no later than October 7, 2013, and must file the claim form

provided with this Notice. The Statement of Rescission must be **signed and dated** and at a minimum contain the following language:

I PREVIOUSLY SUBMITTED AN EXCLUSION STATEMENT SEEKING EXCLUSION FROM THE CLASS MONETARY SETTLEMENT. I HAVE RECONSIDERED AND WISH TO WITHDRAW MY EXCLUSION STATEMENT. I UNDERSTAND THAT BY RESCINDING MY EXCLUSION STATEMENT, I MAY BE ELIGIBLE TO RECEIVE AN AWARD FROM THE SETTLEMENT FUND AND MAY NOT BRING A SEPARATE LEGAL ACTION AGAINST WET SEAL SEEKING DAMAGES.

Please remember that if you submit a Rescission, you must complete the claim form provided with this Notice in order to obtain money under the Settlement.

IV. THE LAWYERS REPRESENTING YOU

12. Do I have a lawyer in the case?

The Court has appointed the law firms of Lewis, Feinberg, Lee, Renaker & Jackson, P.C., NAACP Legal Defense and Educational Fund, Inc., and Gallagher, Schoenfeld, Surkin, Chupein, & DeMis, P.C. as Class Counsel for the Class in the Action. You will not be charged any fees by these lawyers. The Court will determine whether and how much an award of attorneys' fees and costs will be paid to Class Counsel. If you want to be represented by your own lawyer, you may hire one at your own expense.

13. How will the lawyers be paid?

Class Counsel will file or have filed a motion for an award of attorneys' fees and costs. This motion will be available for your review on the Claims Administrator's website (www.WetSealAfricanAmericanSettlement.com). This motion will also be available at Class Counsel's website (www.LewisFeinberg.com) and the case website (www.WetSealDiscrimination.com), and will be considered at the Final Approval Hearing. You can object to the award in a written objection. As previously described, Class Counsel's fees and costs will not exceed \$1,800,000. If the Court awards less than this amount to Class Counsel, the remainder will be distributed to eligible Claimants. The Court will examine the application of Class Counsel and determine the amount to award.

V. OBJECTING TO THE SETTLEMENT

14. How do I tell the Court that I don't like the Settlement?

If you are a Class Member, you can object to the Settlement if you do not like any part of it. You can give reasons why you think the Court should not approve it. To object, you must send a letter or other written statement saying that you object to the Settlement in *Cogdell, et al. v. The Wet Seal, Inc., et al.*, No. SACV 12-01138 AG. Be sure to include your name, address, telephone number, signature, and a full explanation of all reasons you object to the Settlement.

Copies of your written objection must be sent to Class Counsel and Wet Seal's Counsel at the following addresses, in an envelope labeled on its face "*Cogdell v. The Wet Seal, Inc.* Objection," **and must be postmarked no later than August 23, 2013.**

Class Counsel:

Bill Lann Lee
Lewis, Feinberg, Lee, Renaker, & Jackson, P.C.
476 9th Street
Oakland, CA 94607

Defendants' Counsel:

Nancy Abell
Paul Hastings LLP
515 South Flower Street, 25th Floor
Los Angeles, CA 90071

You must also send your objection to the Clerk of the United States District Court for the Central District of California, 411 West Fourth Street, Room 1053, Santa Ana, CA 92701-4516.

VI. THE COURT'S FINAL APPROVAL HEARING

15. When and where will the Court decide whether to approve the Settlement?

The Court will hold the Final Approval Hearing at 10:00 AM on November 18, 2013, at the United States District Court for the Central District of California, 411 West Fourth Street, Room 1053, Santa Ana, CA 92701-4516 in Courtroom 10D, or in the courtroom then occupied by Judge Guilford. At the hearing, the Judge will consider whether the Settlement is fair, adequate, and reasonable. If there are objections, the Judge will consider them. After the Final Approval Hearing, the Judge will decide whether to approve the Settlement. The Judge will also rule on the motions for attorneys' fees and costs. We do not know how long after the Final Approval Hearing the Court will issue its decisions.

16. Do I have to come to the hearing?

No. Class Counsel will answer any questions Judge Guilford may have. But you are welcome to come at your own expense. If you send an objection, you do not have to come to Court to talk about it. As long as you mail your written objection on time, the Judge can consider it when deciding whether to approve the Settlement as fair, adequate, and reasonable. You also may have your own lawyer, retained at your expense, attend the Final Approval Hearing.

17. May I speak at the hearing?

If you are a Class Member, you may ask the Court for permission to speak at the Final Approval Hearing when you send in your objection, by including the words "Notice of Intention to Appear" on your objection. Be sure to include your name, address, telephone number, and

your signature. Your Notice of Intention to Appear must be sent to Class Counsel and Wet Seal's Counsel and filed with the Clerk of the Court at the addresses listed in Section V, postmarked no later than August 23, 2013.

VII. IF YOU DO NOTHING

18. What happens if I do nothing at all?

The Settlement, if finally approved by the Court, will bind Wet Seal and all Class Members with respect to injunctive relief. You will not recover monetary damages if you do not submit a claim form, and you will waive your right to bring an independent lawsuit on the claims related to this Action.

VIII. GETTING MORE INFORMATION

19. Are there more details about the Settlement?

This Notice summarizes the Settlement. The complete Settlement is set forth in the written Settlement Agreement. Copies of the Settlement Agreement, as well as Class Counsel's motion for attorneys' fees and costs, the motion seeking preliminary approval of the Settlement, and the Preliminary Approval Order, may be obtained online at the Claims Administrator's website (www.WetSealAfricanAmericanSettlement.com). These documents are also available at Class Counsel's website (www.LewisFeinberg.com) and the case website (www.WetSealDiscrimination.com). The Settlement Agreement also was filed with the Clerk of the United States District Court for the Central District of California and may be reviewed at the Clerk's office.

20. How do I get more information?

You can contact the Claims Administrator at (855) 615-4337 or visit the Claims Administrator's website (www.WetSealAfricanAmericanSettlement.com) for more information regarding the Settlement. You can also contact Class Counsel at (866) 276-5221 or visit Class Counsel's website (www.LewisFeinberg.com) and the case website (www.WetSealDiscrimination.com) for this information.